

# Offer Summary Document

For use with Agreement of Purchase and Sale

## Form 801

for use in the Province of Ontario

### For Brokerage submitting the offer on behalf of the Buyer:

When sent to the Listing Brokerage this form can be used as evidence that you have a written signed offer from a Buyer to the Seller.

**REAL PROPERTY ADDRESS:** ..... (the "property")  
(municipal address and/or legal description)

**for an Agreement of Purchase and Sale dated:** 23 day of June, 20 16 ("offer")

This offer was submitted by: **BROKERAGE:** .....

**SALES REPRESENTATIVE/BROKER:** .....

I/We, ..... , have signed an offer for the property.  
Name of Buyer(s)

.....  
Buyer signature Dated Buyer signature Dated

This offer was submitted, ..... by email ..... to the Listing Brokerage at ..... p.m. on the ..... day of  
(by fax, by email or in person)

....., 20 ..... Irrevocable until 11:59 p.m. on the ..... day of 16 20 16

(For Buyer counter offer - complete the following)

I/We, ..... **SSS** ..... , have signed an offer for the property.  
Name of Buyer(s)

.....  
Buyer signature Date Buyer signature Date

This offer was submitted, ..... by email ..... to the Listing Brokerage at ..... a.m./p.m. on the ..... day of  
(by fax, by email or in person)

### For Listing Brokerage receiving the offer:

**SELLER(S):** .....

**SELLER(S) CONTACT:** .....  
(ie. phone / email / fax)

**LISTING BROKERAGE:** .....

**SALES REPRESENTATIVE/BROKER:** .....

This offer was received, ..... by the Listing Brokerage at 12:44 a.m./p.m. on the ..... day of ..... , 20 .....  
(by fax, by email or in person)

This offer was presented, ..... to the Seller(s) at 11:33 a.m./p.m. on the ..... day of ..... , 20 33  
(by fax, by email or in person)

Offer was: ☒ Accepted ☐ Signed Back/Countered ☐ Expired/Declined

**Comments:** .....

(For Buyer counter offer - complete the following)

An offer was received, ..... by the Listing Brokerage at 12:44 a.m./p.m. on the ..... day of ..... , 20 .....  
(by fax, by email or in person)

An offer was presented, ..... to the Seller(s) at 11:33 a.m./p.m. on the ..... day of ..... , 20 33  
(by fax, by email or in person)

Offer was: ☒ Accepted ☐ Signed Back/Countered ☐ Expired/Declined

**Comments:** .....

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Form 100 for use in the Province of Ontario

This Agreement of Purchase and Sale dated this ..... day of ..... 20 15 .....

**BUYER,** .....  
(Full legal names of all Buyers) , agrees to purchase from

**SELLER,** .....  
(Full legal names of all Sellers) , the following

**REAL PROPERTY:**

Address .....  
fronting on the ..... side of .....  
in the .....  
and having a frontage of ..... more or less by a depth of ..... more or less  
and legally described as .....  
..... (the "property").  
(Legal description of land including easements not described elsewhere)

**PURCHASE PRICE:** ..... Dollars (CDN\$) .....  
..... Dollars

**DEPOSIT:** Buyer submits .....  
(Herewith/Upon Acceptance/as otherwise described in this Agreement)  
..... Upon acceptance ..... Dollars (CDN\$) ..... Upon acceptance

by negotiable cheque payable to ..... Upon acceptance "Deposit  
Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on  
completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the  
Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless  
otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing  
Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

**Buyer agrees to pay the balance as more particularly set out in Schedule A attached.**

**SCHEDULE(S) A** ..... and B ..... attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by ..... Buyer ..... until 11:59 p.m. on  
(Seller/Buyer)  
the 11:59 ..... day of 11:59 20 11:59 , after which time, if not accepted, this  
offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the ..... day  
of 11:59 20 11:59 Upon completion, vacant possession of the property shall be given to the  
offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 



3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: ..... FAX No.: .....  
(For delivery of Documents to Seller) (For delivery of Documents to Buyer)

FAX No.: ..... FAX No.: .....  
(For delivery of Documents to Seller) (For delivery of Documents to Buyer)

4. **FIXTURES EXCLUDED:**

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **CHATELS INCLUDED:**

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

